

RECORDATION NO. 27669 FILED

OCT 01 '08 -2 25 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

October 1, 2008

Anne K. Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 "E" Street, S.W.  
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment of Lease, dated as of September 30, 2008, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Assignor: Trinity Industries Leasing Company  
2525 Stemmons Freeway  
Dallas, Texas 75207

Assignee: The Andersons, Inc.  
480 West Dussel Drive  
Maumee, Ohio 43537

Anne K. Quinlan, Esq.  
October 1, 2008  
Page 2

A description of the railroad equipment covered by the enclosed document is:

24 railcars within the series NKCR 065632 - NKCR 065723 as more particularly set forth in the equipment schedule attached to the document.

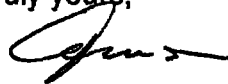
A short summary of the document to appear in the index is:

Assignment of Lease.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem  
Enclosures

RECORDATION NO. 27669 FILED

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SURFACE TRANSPORTATION BOARD

Assignment of Lease

FOR VALUE RECEIVED, Trinity Industries Leasing Company ("Assignor") hereby assigns to The Andersons, Inc. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (the "Leases") to the extent that the Leases relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Leases arising from and after this date, to the extent the Leases relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the \_\_\_\_ day of September, 2008.

Assignor

Assignee

Trinity Industries Leasing Company

The Andersons, Inc.

By: 

By: \_\_\_\_\_

Name: Eric Marchetto

Name: \_\_\_\_\_

Title: Executive Vice President

Title: \_\_\_\_\_

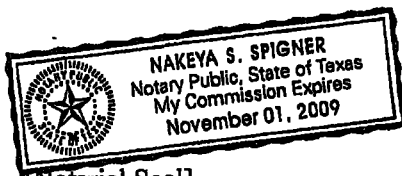
STATE OF TEXAS

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§  
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SS:

COUNTY OF DALLAS

On this 29<sup>th</sup> day of September, 2008, before me personally appeared Eric Marchetto, to me personally known, who being by me duly sworn, says that he is Executive Vice President of Trinity Industries Leasing Company, and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.



[Notarial Seal]

Nakeya S. Spigner  
Notary Public

My commission expires.

November 1, 2009

Assignment of Lease

FOR VALUE RECEIVED, Trinity Industries Leasing Company ("Assignor") hereby assigns to The Andersons, Inc. ("Assignee") all its right, title and interest, as lessor, under the agreements and documents identified on Schedule 2 attached hereto (the "Leases") to the extent that the Leases relate to the railcars described on Schedule 1 attached hereto (the "Railcars"). Assignee hereby accepts the foregoing assignment and assumes the obligations of the lessor under the Leases arising from and after this date, to the extent the Leases relate to the Railcars.

In furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions, suits or proceedings as to all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 30th day of September, 2008.

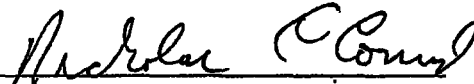
Assignor

Assignee

Trinity Industries Leasing Company

The Andersons, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:   
Name: Nicholas C. Conrad  
Title: Assistant Treasurer

STATE OF OHIO

COUNTY OF LUCAS

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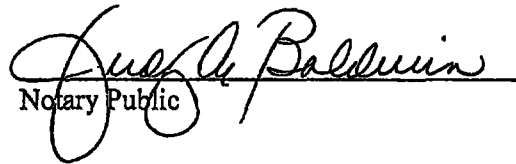
SS:

On this 30<sup>th</sup> day of September, 2008, before me personally appeared Nicholas C. Conrad, to me personally known, who being by me duly sworn, says that he is Assistant Treasurer of The Andersons, Inc., and that the foregoing Assignment of Lease was signed on behalf of said corporation. Further, he acknowledged that the execution of the foregoing Assignment of Lease was the free act and deed of said corporation.



[Notarial Seal]

My commission expires: 02/01/2010

  
Notary Public

**JUDY A. BALDWIN**  
Notary Public, State of Ohio  
Commission Expires 02/01/2010

**Schedule 1**

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Build Date</u>	<u>Car Type</u>
1	NKCR065632	5	April-00	Freight
2	NKCR065637	5	March-00	Freight
3	NKCR065639	5	March-00	Freight
4	NKCR065642	5	March-00	Freight
5	NKCR065646	5	March-00	Freight
6	NKCR065652	5	April-00	Freight
7	NKCR065653	5	April-00	Freight
8	NKCR065658	5	March-00	Freight
9	NKCR065671	5	March-00	Freight
10	NKCR065676	5	April-00	Freight
11	NKCR065677	5	March-00	Freight
12	NKCR065680	5	March-00	Freight
13	NKCR065692	5	March-00	Freight
14	NKCR065693	5	March-00	Freight
15	NKCR065694	5	March-00	Freight
16	NKCR065695	5	March-00	Freight
17	NKCR065697	5	March-00	Freight
18	NKCR065699	5	March-00	Freight
19	NKCR065702	5	March-00	Freight
20	NKCR065704	5	March-00	Freight
21	NKCR065708	5	April-00	Freight
22	NKCR065711	5	February-00	Freight
23	NKCR065716	5	February-00	Freight
24	NKCR065723	5	January-00	Freight

## Schedule 2

Twenty-four (24) units identified with marks NKCR 65632, 65637, 65639, 65642, 65646, 65652, 65653, 65658, 65671, 65676, 65677, 65680, 65692, 65693, 65694, 65695, 65697, 65699, 65702, 65704, 65708, 65711, 65716, 65723 leased pursuant to Rider Eleven (11) to that certain Railroad Car Lease Agreement, dated February 14, 2003, between Trinity Industries Leasing Company and Ferrocarril Mexicano S.A. de C.V. The lease has maturity date of December 21, 2011.



CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 10/1/08



\_\_\_\_\_  
Robert W. Alvord